

ENCLOSURE 1 TO
APPENDIX 3 TO
ANNEX B TO
US/AS MOU CONCERNING
DEFENSE COMMUNICATIONS SERVICES

TECHNICAL CHARACTERISTICS OF AS EMBASSY – PENTAGON NGC CIRCUIT

<u>TELECOMMUNICATION FACILITY</u>	<u>PENTAGON NGC</u>	<u>AS EMBASSY</u>
Circuit Identification	36LNGA458527	Same as US
Routing Indicator	RUEACSA	RAEW
Circuit Speed	2400 baud	2400 baud
Circuit Restoration Priority	TSP - 2	TSP - 2
Channel Identification	MATMAR	Same as US
Communications Mode	Mode I	Mode I
Net Control Station Traffic	Pentagon	Pentagon NGC
Alternate Traffic Route	NGCPTC None	None
Message Format	JANAP 128	JANAP 128
Precedence (Highest)	Flash	Flash
Security Level (Highest)	SECRET	SECRET
Traffic Handling Characteristics	General Purpose Message Traffic	General Purpose Message Traffic
Terminal Equipment Terminal System	Message Switch	COMPUCAT
COMSEC Equipment	KG84	KG84

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ANNEX C TO
US/AS MOU CONCERNING
DEFENCE COMMUNICATIONS SERVICES

POSTAL AND MESSAGE ADDRESSES OF AUTHORITIES
CONCERNED WITH
US-AS TELECOMMUNICATIONS ARRANGEMENTS

The Australian and United States authorities concerned with this MOU are:

1. AUSTRALIA

POSTAL ADDRESS

MESSAGE ADDRESS

- | | |
|---|-------------------------------------|
| (a) The Secretary
Department of Defence
Russell Offices R1-5-B Sec Suite
CANBERRA ACT 2600 AUSTRALIA | DEFENCE CANBERRA
(FOR SECRETARY) |
| (b) Director General, Joint Operations
and Plans (DGJOP)
Department of Defence
Russell Offices R5-B-13
CANBERRA ACT 2600 AUSTRALIA | ADHQOPS
(For DGJOP) |
| (c) Director General, Information Policy
and Plans (DGIPP)
Department of Defence
Russell Offices R1-3-A142
CANBERRA ACT 2600 AUSTRALIA | CIO CANBERRA
(For DGIPP) |
| (d) Commander Defence Network Support Agency (COMD DNSA)
Defence Network Support Agency
Defence Network Operations Centre
DNOC-1C-09
HMAS HARMAN 2600 AUSTRALIA | (For COMD DNSA) |
| (e) Director Network Operations
Defence Network Support Agency
Defence Network Operations Centre
DNOC-1C-11
HMAS HARMAN 2600 AUSTRALIA | ISB CANBERRA
(For DNO) |

- (g) Staff Officer Grade One ISD NET OPS
Network Operations
Defence Network Operations Centre
DNOC-1B-08
HMAS HARMAN 2600 AUSTRALIA
- (h) The Officer-in-Charge DISCE ACT
Defence Communications Element
ACT (DISCE ACT)
HMAS HARMAN
Canberra Ave
CANBERRA ACT 2600 AUSTRALIA
- (i) The Officer-in-Charge NAVCAMSAUS
Naval Communications Area Master
Station Australia (NAVCAMSAUS)
HMAS HARMAN
Canberra Ave
CANBERRA ACT 2600 AUSTRALIA

2. UNITED STATES

POSTAL ADDRESS

MESSAGE ADDRESS

- | | |
|---|-------------------------------------|
| (a) Director
Defense Information Systems Agency
P.O. Box 4502
Arlington, VA 22204-2199 USA
ATTN: GS31 | DISA WASHINGTON DC |
| (b) Defense Information Systems Agency
P.O. Box 4502
Arlington, VA 22204-2199 USA
ATTN: GS31 | DISA DMS GSM
WASHINGTON DC |
| (c) Commander
Defense Information Systems Agency,
Pacific Area
Wheeler AAF, HI 96854 USA | DISA PAC WHEELER
AAF HI//PC/PC4/ |
| (d) Deputy Director
Defense Information Technology
Contracting Office - Pacific (DITCO-PAC)
Suite 2, Bldg. C, 2nd Floor
AIEA, HI 96701-4104 USA | DITCO PAC FT
SHAFTER HI//DTP// |
| (e) US Pacific Command
Attn: J62
Camp H.M. Smith, HI 96861 USA | USPACOM HONOLULU
HI//J62// |
| (f) Commanding Officer
US Naval Computer &
Telecommunications Area Master Station Pacific
Wahiawa, HI 96786 USA | NCTAMS PAC HONOLULU
HI |
| (g) Commanding Officer
US Naval Communications Station Guam
FPO San Francisco, CA 96680 USA | NAVCOMTELSTA GUAM GQ |

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ANNEX D TO THE
US/AS MOU CONCERNING
DEFENSE COMMUNICATIONS SERVICES

CONDITIONS APPLYING TO THE LEASING OF COMMERCIAL CIRCUITS
BY THE US DEFENSE INFORMATION SYSTEMS AGENCY
THROUGH AS DEPARTMENT OF DEFENCE
ACTING AS CUSTOMER REPRESENTATIVE

1. Purpose. This annex describes the conditions, which will apply if the US DISA requests the assistance of ASDOD in the leasing of commercial circuits provided by ASNICs.
2. Authorization. This MOU authorizes ASDOD to act as customer representative of DISA in leasing commercial circuits provided by ASNICs when requested by DISA to do so. DISA may choose to contract directly with the ASNICs for commercial circuits, and this MOU does not limit DISA to procuring the services of ASNICs through the ASDOD.
3. Australian Government Endorsement. Prior to the establishment of any services under this agreement, the Chief Information Officer (CIO) will require each service to be approved through the Chief Information Officer Group (CIOG) to the Government of Australia. Once endorsed, DNO DNSA will direct the performance of the technical/contractual work required for service establishment in line with the following paragraph.
4. Contractual Arrangements:
 - (a) Requests for assistance in accordance with this annex are to be made to the DNO DNSA.
 - (b) Requests for assistance in accordance with this annex will specify that the conditions of this annex are to apply.
 - (c) The DNO DNSA will promptly notify DISA whether the ASDOD will provide the assistance requested.
 - (d) Where the ASDOD is to provide the assistance requested, the ASDOD will use its best endeavours as customer representative of DISA to obtain commercial circuits requested by DISA from ASNICs. Orders placed with ASNICs under this annex will, wherever possible, be in accordance with Appendix 1 to this annex. When compliance is not possible, the matter will be referred to DISA for resolution.

- (e) ASDOD will use its best endeavours to obtain on behalf of DISA conditions no less favourable than those that would apply to the Government of Australia as lessee. Leasing and other costs determined by ASDOD on behalf of DISA will be no greater than the ASNICs standard tariffs.
- (f) If the ASDOD is unable to obtain the commercial circuits requested by DISA or is unable to obtain such circuits on conditions no less favourable than those which apply to the Government of Australia as lessee or where under such conditions leasing or other costs would be greater than the ASNIC's standard tariffs, the ASDOD will advise DISA as soon as practicable and, unless otherwise mutually determined in writing, will cease to act as customer representative for the purpose of obtaining the requested circuits.
- (g) A circuit in the context of this annex includes any leased terminal equipment. International circuits will be leased by the lessee by separate orders from a US International Carrier (USIC) to points mutually agreed between the ASDOD and DISA. In the event there is more than one order to be activated, the lessee will determine which service should start first.

5. Management Responsibilities:

- (a) DISA Pacific (DISA-PAC) will act as the US focal point for exchange of information pertaining to operation and management of the leased DISA circuits. Defense Information Technology Contracting Office (DITCO) will act as the US focal point for contracting, billing, and paying matters.
- (b) Network Operations (DNSA) will act as the AS focal point for exchange of information pertaining to operation and management of DISA circuits.
- (c) Mutual assistance between DISA-PAC and DNSA will include but not be limited to the following:
 - (1) Exchange of current information on the operational status of communication facilities of common interest.
 - (2) Prompt notification of interruptions and significant changes when available and relevant, e.g.,
 - (i) Facility releases for pre-planned outages.
 - (ii) Outages due to natural or man-made disasters.

(iii) *Impending labor strike.*

- (d) DISA continues to have the requirement for end-to-end technical sufficiency for all circuits regardless of method of leasing or the number of agencies and carriers involved in providing the service. The USIC Service will be responsible for ensuring end-to-end sufficiency. Once a commercial service authorization is issued by DITCO, DNSA will monitor the installation and operation of the AS portion of all circuits and ensure that the technical parameters ordered are maintained.

6. Circuit Specification:

- (a) For each commercial circuit required, DISA is to provide ASDOD with the following information, if applicable:
- (1) Required or preferred international media (e.g., satellite, cable).
 - (2) Required or preferred international communications gateway stations.
 - (3) Contractors and circuit numbers for international segments relevant to Australia.
 - (4) Technical characteristics required of the circuit.
 - (5) Details of equipment interfacing with the circuit including the equipment provider.
 - (6) Other requirements.

7. Funding and Payment of Circuit Costs:

- (a) For those circuits procured by the ASDOD for DISA, DISA will pay to ASDOD an amount equal to the total cost of the charges for circuits provided to DISA by ASNICs together with an administrative charge equal to 1 percent of the total charges for the circuits provided pursuant to this MOU.
- (b) DISA is to remit funds to the ASDOD quarterly in advance by 1 January, 1 April, 1 July, and 1 October of each year. Amount remitted is to be in accordance with the ASDOD quarterly estimate of costs provided by ASDOD to DISA 1 month before the beginning of the quarter.
- (c) ASDOD is to use funds in the account for the purpose of paying DISA telecommunications costs and ASDOD

administrative charges. The account is to be audited in accordance with ASDOD procedures. ASDOD will account monthly to DISA for expenditure and any balance in the account.

- (d) DISA will remit special advances requested by ASDOD at other than quarterly periods when unforeseen costs such as initial payment for new circuits arise.
- (e) DISA will reimburse ASDOD to the extent that the costs incurred in providing circuits exceed the estimates of costs.
- (f) ASDOD will credit or refund to DISA any funds received under this agreement that prove to be in excess of the total cost of the services provided by ASNICs and ASDOD administrative charges.

Appendix:

1. Contracting Guidelines

APPENDIX 1 TO
ANNEX D TO THE
US/AS MOU CONCERNING
DEFENSE COMMUNICATIONS SERVICES

CONTRACTING TEMPLATE AND GUIDELINES TO BE USED BETWEEN
AUSTRALIAN NATIONAL AND INTERNATIONAL CARRIERS
AND THE GOVERNMENT OF THE UNITED STATES OF AMERICA
REPRESENTED BY THE DEFENSE INFORMATION SYSTEMS AGENCY
ACTING THROUGH THE GOVERNMENT OF AUSTRALIA DEPARTMENT
OF DEFENCE

1. This document sets out the general conditions applicable to the provision of telecommunications services by the [INSERT NAME OF THE RELEVANT AUSTRALIAN NATIONAL OR INTERNATIONAL CARRIER] (hereinafter called "the Lessor") to the Government of the United States of America represented by the United States of America Defense Information Systems Agency (hereinafter called "the Lessee") acting through the Government of Australia Department of Defence as Customer Representative for the Lessee.
2. Application for Services. The Lessor shall provide telecommunications services upon application in writing from the Lessee through the customer representative upon terms and conditions to be agreed. The general conditions set out in the paragraphs below shall apply to each telecommunications service unless excluded by agreement of the parties.
3. Provision of Services:
 - (a) The Lessor shall make arrangements for the provision and operation of the circuits between the Lessor's international maintenance center and/or satellite earth stations and the United States terminal locations in Australia.
 - (b) The Lessee shall provide and operate necessary terminal equipment at the United States terminal locations.
4. Use of Services:
 - (a) The circuits provided shall be used for the reception and transmission of information relating to the business of the Lessee or of the customer representative. The transmission or reception of information for or on behalf of any other party, including the private use by US employees in Australia is expressly prohibited.

- (b) Neither party shall assign, transfer, sublet, change, or otherwise part with this lease or its interest hereunder unless by agreement of the parties.

5. Cancellation of Services. The Lessee shall rent circuits for the initial term of 1 month and thereafter until termination of the contract. Either party may give written notice to the other party of its intention to cancel any or all of the services provided under the contract. Termination will be effective 14 days after service of notice.

6. Tariff. The Lessor shall charge the Lessee through the customer representative for the circuits at an agreed rate, which shall be no greater than the Lessor's standard tariffs. In the absence of such an agreed rate, the charge shall be determined in accordance with the provisions of such standard tariffs.

7. Rental. The rental for the services provided by the Lessor shall be payable in Australian currency monthly in advance. The first of such payments to be made immediately prior to the particular circuit ordered being made available to the Lessee. An abatement pro-rata to the annual rental may be claimed in the event of a discontinuance of service under paragraph 8 or where failure of the circuit is due to causes within the Lessor's control provided that the failure is continuous for 1 hour or more and that the failure has been reported at the time by the US Defense establishment in Australia, through normal fault reporting channels.

8. National Emergency. The Lessor may discontinue in whole or in part at any time any services being made available under this contract if the services are required by the Australian Government to meet the requirements of an Australian emergency or disaster.

9. Availability of Circuits. Subject to paragraph 8 the circuits shall be available to the Lessee continuously. The Lessor shall take every reasonable precaution to ensure the continuity of service and whenever possible shall give the Lessee or customer representative reasonable advance notice if any circuit is likely to be unavailable for any extended period. The Lessor shall undertake to ensure prompt restoration of service when interruptions occur and shall take corrective action to eliminate any recurring problems. The Lessor shall not be liable for any loss suffered by the Lessee through any failure of any circuit however caused.

10. Compliance with Regulations. The Lessee shall take all appropriate steps to ensure that the provisions of the International Telecommunications Convention and the telegraph regulations there under are complied with at all times in so far as they apply to the service provided under these conditions.

11. Period of Service. This agreement shall take effect from the (date of execution by the Lessor and Lessee) and shall continue in effect until terminated by either party.

12. The following provisions are inserted at the request of the Lessee to comply with the Laws of the United States of America:

- (a) United States Official Not to Benefit. No member of or delegate to the Congress of the United States of America, or resident commission of the United States of America, shall be admitted to any share or part of this contract, or to any benefit that may arise there from; but this provision shall not be construed to extend to this contract if made with a corporation for its general benefit.
- (b) Covenant Against Contingent Fees. The Lessor warrants that no person or selling agency has been employed or retained to solicit or secure this contract upon an agreement or understanding for a commission, percentage, brokerage, or contingent fee, except bona fide employees or bona fide established commercial or selling agencies of the Lessor.
- (c) Gratuities. The US Government may, by written notice to the Lessor, terminate the right of the Lessor to proceed under this contract if it is found, after notice and hearing by the Secretary of Defense of the United States of America or his duly authorized representative, that gratuities (in the form of entertainment, gifts, or otherwise) were offered or given by the Lessor, or any agent or representative of the Lessor, to any officer or employee of the US Government with a view towards securing a contract or securing favorable treatment with respect to the awarding or amending, or making of any determinations with respect to the performing of such contract.

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ANNEX E TO THE
US/AS MOU CONCERNING
DEFENSE COMMUNICATIONS SERVICES

RESTORAL PLAN FOR SIMPSON COMMUNICATIONS SYSTEM

1. Situation. The SIMPSON Communications System's primary path consists of a TDMS routed via leased commercial communication facilities between Wahiawa, HI, and Canberra, AS, and between Canberra, AS, and Wellington, NZ. This network consists of various US/AS/NZ circuits. Failure of the TDMS requires circuit restoral.
2. Mission. The purpose of DISA-PAC RPLAN P1000, SIMPSON Communications System RPLAN, is to identify and provide the restoral actions to be taken in the event of a facility/media failure that affects the SIMPSON Communications System capabilities.
3. Concept. Restoral actions for each of the facilities and/or media affecting the SIMPSON Communications System capabilities are contained in DISA-PAC RPLAN P1000. Restoral will utilize backup assets of all AS/NZ/US participants and will be controlled by the Canberra TDMS CCO.
4. Execution. The CCO at the Defence Network Operations Centre is the sole implementation authority for RPLAN P1000.
5. Administration. RPLAN P1000 applies to affected DCS activities (United States, Australia, and New Zealand) associated with the SIMPSON. All stations should ensure that RPLAN P1000 and supporting local directives are readily available to all technical control personnel.
6. Implementation. This plan is effective upon receipt. Problems encountered implementing this RPLAN will be directed to:

Network Operations
Defence Network Operations Centre
Information Systems Division
HMAS HARMAN ACT 2600
AUSTRALIA

Recommendations for changes will be passed by network operations to DISA-PAC, via DNSA, for implementation in the RPLAN.

7. Record of Changes.

- (a) Changes to RPLAN P1000 will be issued by DISA-PAC with identifying consecutive change numbers by message.
- (b) Holders will record entry data in the following change record.

CHANGE DATE OF DATE ENTERED REMARKS
NUMBER CHANGE ENTERED BY

8. This annex to the basic MOU is valid only as long as the basic MOU remains in effect. Fact-of-Life changes can be made to RPLAN P1000 by DISA-PAC.

ANNEX F TO THE
US/AS MOU CONCERNING
DEFENSE COMMUNICATIONS SERVICES

FUNDING ARRANGEMENTS

US Use of Commercial Systems

1. In meeting its own telecommunications requirements in Australia, the United States will lease commercial circuits and pay the costs of such leases. Where the ASDOD has acted as customer representative for DISA, payment for such leases will be made in accordance with the procedures as outlined in Annex D.

SIMPSON System

2. Responsibilities for operation of trunk lease charges are contained in Appendix 2 to Annex A; specifically:

- (a) Payment for trans-Pacific trunk – AS/US on a 50 percent each basis.
- (b) Local circuit(s) Hawaii – US.
- (c) Local circuit(s) Australia – AS.
- (d) Payment for trans-Tasman trunk - NZ.
- (e) Local circuit(s) New Zealand - NZ

Costs of trunk leases are apportioned in accordance with allocation of system capacity, as stated in paragraphs 4, 7, and 8.

3. Unless otherwise stated in this agreement, spare system capacity either existing at the time this agreement becomes effective or created as a result of subsequent system expansion, will be made available equitably on a reimbursable basis to either Participant as requirements are identified.

4. Each Participant's share of the cost of the system will be determined by the percentage of capacity used by that Participant. The standard agreement will be on a 50 percent shared basis unless otherwise agreed by the Parties.

5. In those instances where the Government of Australia leases equipment from the Government of the United States, the Government of Australia will reimburse the lease payments to the Government of the United States as designated in its lease arrangement.

6. In those instances where the Government of the United States leases equipment from the Government of Australia, the Government of the United States will reimburse the lease payments to the Government of Australia as designated in its lease arrangement.

7. Bandwidth Use. Each Participant agrees in principle where services are carried on its terrestrial network, the use of bandwidth will be on the basis of like or similar capacities. That is, where the Government of the United States has requested to pass a certain bandwidth and or services on the ASDOD terrestrial system, the USDOD agrees to carry similar bandwidth and or services on the US terrestrial system for the Government of Australia.

8. The cost of these services is to be borne by the providing Participant where mutually determined. Where one Participant carries substantially more bandwidth and or services than the other, then costing arrangements are to be mutually determined before the provision of the disparate service(s).